

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF IOWA
CENTRAL DIVISION

IOWA PRIMATE LEARNING SANCTUARY d/b/a GREAT APE TRUST,)	Case No. 4:10-cv-00052
)	
Plaintiff,)	
)	
v.)	
)	
ZOOLOGICAL FOUNDATION OF GEORGIA, INC. d/b/a ZOO ATLANTA, DEMOCRATIC REPUBLIC OF CONGO, JAPAN MONKEY CENTER INSTITUTE AND MUSEUM OF PRIMATOLOGY, and SUE SAVAGE-RUMBAUGH, Ph.D.)	ANSWER OF DEFENDANT SUE SAVAGE-RUMBAUGH, Ph.D. TO COMPLAINT FOR INTERPLEADER
)	
Defendants.)	
)	

COMES NOW the Defendant, Dr. Sue Savage-Rumbaugh, Ph.D (“Dr. Savage-Rumbaugh”), by and through her undersigned counsel, for her Answer to the Complaint for Interpleader of the Iowa Primate Learning Sanctuary d/b/a Great Ape Trust (“Great Ape Trust”), and hereby states as follows:

I. NATURE OF ACTION, JURISDICTION, AND VENUE

1. Dr. Savage-Rumbaugh admits the allegations of paragraph 1 of the Complaint.
2. Dr. Savage-Rumbaugh admits the allegations of paragraph 2 of the Complaint.
3. Dr. Savage-Rumbaugh admits the allegations of paragraph 3 of the Complaint.
4. Dr. Savage-Rumbaugh admits upon information and belief the allegations of paragraph 4 of the Complaint.
5. Dr. Savage-Rumbaugh admits upon information and belief the allegations of paragraph 5 of the Complaint.

II. THE PARTIES

6. Dr. Savage-Rumbaugh admits upon information and belief the allegations of paragraph 6 of the Complaint.

7. Dr. Savage-Rumbaugh admits upon information and belief the allegations of paragraph 7 of the Complaint.

8. Dr. Savage-Rumbaugh admits the allegations of paragraph 8 of the Complaint.

9. Dr. Savage-Rumbaugh admits upon information and belief the allegations of paragraph 9 of the Complaint.

10. Dr. Savage-Rumbaugh admits the allegations of paragraph 10 of the Complaint.

III. STATEMENT OF FACTS

11. Dr. Savage-Rumbaugh admits upon information and belief the allegations of paragraph 11 of the Complaint.

12. Dr. Savage-Rumbaugh admits upon information and belief the allegations of the first sentence of paragraph 12 of the Complaint, except avers upon information and belief that Matata was approximately 5 years old in 1975 and a juvenile. Dr. Savage-Rumbaugh admits the allegations of the second sentence of paragraph 12 of the Complaint, and further avers that one of the three bonobos delivered to Yerkes was Matata; and further avers upon information and belief that Matata was loaned, but never donated, to Yerkes, by the Republic of Zaire.

13. Dr. Savage-Rumbaugh admits upon information and belief the allegations of the first and second sentences of paragraph 13 of the Complaint. Dr. Savage-Rumbaugh admits the allegations of the third sentence of paragraph 13 of the Complaint.

14. Dr. Savage-Rumbaugh denies the allegations of paragraph 14 of the Complaint, and avers upon information and belief that title to Matata was never transferred to Yerkes by co-defendant DRC, or its predecessor Zaire, or any other nation or entity, and further avers upon

information and belief that co-defendant Zoo Atlanta has never provided monies toward the care, feeding or housing of Matata, nor has Matata ever resided at Zoo Atlanta.

15. Dr. Savage-Rumbaugh denies the allegations of paragraph 15 of the Complaint, except admits that Matata continued to live at GSU after April 25, 2000.

16. Dr. Savage-Rumbaugh admits the allegations of paragraph 16 of the Complaint and refers the Court to Exhibit D to the Complaint for its content and meaning.

17. Dr. Savage-Rumbaugh admits the allegations of paragraph 17 of the Complaint and refers the Court to Exhibit D to the Complaint for its content and meaning.

18. Dr. Savage-Rumbaugh admits the allegations of paragraph 18 of the Complaint.

19. Dr. Savage-Rumbaugh admits the allegations of paragraph 19 of the Complaint.

20. Dr. Savage-Rumbaugh denies the allegations of paragraph 20 of the Complaint, and avers that Exhibit F fails to evidence the agreement alleged.

21. Dr. Savage-Rumbaugh admits the allegations of paragraph 21 of the Complaint and avers that Dr. Savage-Rumbaugh's ownership interests in certain bonobos, including P-Suke and Maisha, respectively, were intended to be transferred to plaintiff, Great Ape Trust, and refers the Court to Exhibit G for its content and meaning.

22. Dr. Savage-Rumbaugh admits upon information and belief the allegations of paragraph 22 of the Complaint, and refers the Court to Exhibit H to the Complaint for its content and meaning.

23. Dr. Savage-Rumbaugh denies the allegations of paragraph 23 of the Complaint, and avers upon information and belief that co-defendant Zoo Atlanta had no colorable property interest in Matata or Maisha giving it the right to loan either bonobo to anyone for any purpose.

24. Dr. Savage-Rumbaugh denies the allegations of paragraph 24 of the Complaint and avers upon information and belief that co-defendant Zoo Atlanta had no colorable property interest in Matata or Maisha giving it the right to loan either bonobo to anyone for any purpose.

25. Dr. Savage-Rumbaugh admits upon information and belief the allegations of paragraph 25 of the Complaint and avers that Dr. Mwanza Ndunda, in his capacity as a representative of the government of DRC or on behalf of DRC, from time to time has asserted to Dr. Savage-Rumbaugh that Matata remains the exclusive property of the Congolese government.

26. Dr. Savage-Rumbaugh admits upon information and belief the allegation of paragraph 26 of the Complaint that Dennis Kelly sent a letter purporting to terminate the July 8, 2009 lending agreements and directing delivery of Matata and Maisha to the Milwaukee Zoo, and refers the Court to Exhibit N to the Complaint for its content and authenticity.

27. Dr. Savage-Rumbaugh admits the allegations of paragraph 27 of the Complaint.

28. Dr. Savage-Rumbaugh denies that co-defendant JMC may have a legal claim to Maisha, and otherwise denies knowledge or information sufficient to form a belief as to the allegations of paragraph 28 of the Complaint.

29. Dr. Savage-Rumbaugh admits the allegations of paragraph 29 of the Complaint.

30. Dr. Savage-Rumbaugh admits the allegations of paragraph 30 of the Complaint.

COUNT I - INTERPLEADER

31. Dr. Savage-Rumbaugh reasserts and realleges paragraphs 1 through 30 of this Answer as if fully set forth herein.

32. Dr. Savage-Rumbaugh states that responsive pleading is required to paragraph 32 of the Complaint or to the Prayer for Relief contained therein.

COUNT II - INJUNCTION

33. Dr. Savage-Rumbaugh reasserts and realleges paragraphs 1 through 32 of this Answer as if fully set forth herein.

34. Dr. Savage-Rumbaugh states that no responsive pleading is required to paragraph 34 of the Complaint or to the Prayer for Relief contained therein.

PRAYER

For these reasons, defendant Dr. Savage-Rumbaugh asks the Court to determine that Great Ape Trust is the lawful owner of Maisha, and if not, then defendant Dr. Savage-Rumbaugh; that co-defendant the Democratic Republic of the Congo is the lawful owner of Matata; and that neither co-defendant Zoo Atlanta nor co-defendant Japanese Monkey Centre has any enforceable ownership interest in either Matata or Maisha; and to enter all other orders and judgments that are necessary to continue Matata and Maisha in residence at Great Ape Trust.

Respectfully submitted,

DATED: September 10, 2010

FAEGRE & BENSON LLP

/s/ Todd P. Langel

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**pro hac vice admission pending*

ATTORNEYS FOR DR. SUE SAVAGE-
RUMBAUGH, PH.D.

Certificate of Service

The undersigned hereby certifies that a true copy of the foregoing **Answer of Defendant Sue Savage-Rumbaugh, Ph.D to Complaint for Interpleader** was served upon the following parties through the court's CM/ECF electronic filing system on the 10th day of September, 2010.

/s/ Todd Langel

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The undersigned hereby certifies that a true copy of the foregoing **Answer of Defendant Sue Savage-Rumbaugh, Ph.D to Complaint for Interpleader** was served upon the following parties by mail on the 10th day of September, 2010.

/s/ Todd Langel

Democratic Republic of Congo
Ministry of Foreign Affairs
P.O. Box 7100
Foreign Minister for DRC, Kinshasa

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Secretary General, Centre de Recherche en Ecologie et Foresterie
DRC Ministry of Education and Scientific Research
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